

1 BILL NO. S-85-08-03

2 SPECIAL ORDINANCE NO. S- 152-85

3 AN ORDINANCE approving Civil City
4 Purchase Order #A-40926 with Tom
5 Hoot Insulation, Inc. for the Housing
and Neighborhood Development Services,
Inc. Weatherization Program.

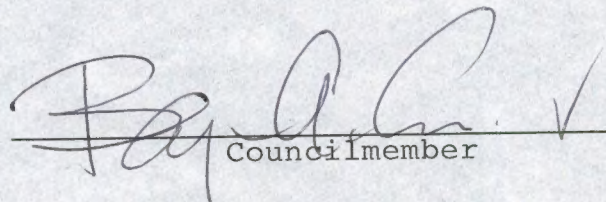
6 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
7 OF THE CITY OF FORT WAYNE, INDIANA:

8 SECTION 1. That Civil City Purchase Order #A-40926,
9 between the City of Fort Wayne, by and through the Civil City
10 Purchasing Agent, and the City of Fort Wayne Housing and Neigh-
11 borhood Development Services Inc. Weatherization Program, respect-
12 fully for:

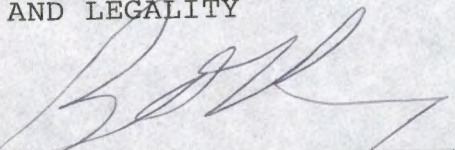
13 the purchase of weatherization of
14 approximately 70 designated homes
15 accepted through the City of Fort
16 Wayne Housing and Neighborhood
Development Services, Inc. as per
the specifications in Reference
Bid #1212;

17 involving a total cost of Twenty-Two Thousand and No/100 Dollars
18 (\$22,000.00), all as more particularly set forth in said Purchase
19 Order, which is on file in the Office of the Department of Pur-
20 chasing, and is by reference incorporated herein, made a part
21 hereof, and is hereby in all things ratified, confirmed and ap-
22 proved.

23 SECTION 2. That this Ordinance shall be in full force
24 and effect from and after its passage, and any and all necessary
25 approval by the Mayor.

26 
27 Council member

28 APPROVED AS TO FORM
29 AND LEGALITY

30 
31 Bruce O. Boxberger, City Attorney
32

Read the first time in full and on motion by E. Esteban, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.

DATE: 8-13-85 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by E. Esteban, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-27-85 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-152-85 on the 27th day of August, 1985,

ATTEST:
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)
Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of August, 1985, at the hour of 11:30 o'clock PM .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of August, 1985, at the hour of 8:30 o'clock A .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET, ROOM 940
FORT WAYNE, IN 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS, ETC., TO:

COMMUNITY DEVEL. & PLANNING 680
ONE MAIN ST RM 800
FORT WAYNE IN 46802

TOM HOOT INSULATION, INC. 2212-01
13525 LIMA ROAD
FORT WAYNE IN 46818

DELIVER TO: DEPART-
MENT OR DIVISION

COMMUNITY DEVEL. & PLANNING
ONE MAIN ST., ROOM 800
FORT WAYNE IN 46802

CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
		TAX EXEMPT (UNLESS OTHERWISE INDICATED)		
1	BKT	*001 BLANKET PURCHASE ORDER/SEE BELOW	22000.00	22000.00
		THIS DOCUMENT IS A BLANKET PURCHASE AUTHORIZATION COVERING PURCHASES BY THE COMMUNITY DEVELOPMENT & PLANNING DEPT.		
		THESE PURCHASES WILL BE LIMITED TO WEATHERIZATION OF APPROX. 70 HOMES PER SPECIFICATION IN REFERENCE NO. 1212.		
		TERM OF AGREEMENT: 8/27/85 TO 12/31/85		
		THE ACCUMULATED PURCHASES DURING THE ABOVE TERM SHALL NOT EXCEED THE AMOUNT OF \$22,000.		
		EACH RELEASE FOR A PURCHASE BY THE BUYER MUST CONTAIN THE BLANKET PURCHASE ORDER NUMBER AND THE SELLERS INVOICES MUST REFERENCE THE BLANKET PURCHASE ORDER NUMBER TO BE VALID FOR PAYMENT.		
		THIS DOCUMENT MAY BE CANCELLED AT ANYTIME BY THE PURCHASING DEPT.		
		SUBJECT TO COUNCILMANIC APPROVAL		
		DATE: _____ ORD. NO. _____		
FOR INFORMATION:		PURCHASING DEPT. 219-427-1101	TOTAL	22000.00

COMPLIANCE WITH THE
DELIVERY DATE RE-
QUESTED WILL AVOID
"FOLLOW UP" CORRE-
SPONDENCE.

UNLESS OTHERWISE INDI-
CATED THE PRICES SHOWN
INCLUDE ALL CHARGES
FOR DELIVERY, PACKING,
ETC., NECESSARY TO COM-
PLETE DELIVERY TO DES-
TINATION SPECIFIED.

NOTE

READ
INSTRUCTIONS ON
THE BACK OF THIS
ORDER

THE CONTRACTOR OR VENDOR,
BY ACCEPTING THIS ORDER,
AGREES TO THE GENERAL CON-
DITIONS AND TERMS OF AGREE-
MENT ON THE BACK OF THIS OR-
DER.

UNLESS OTHERWISE INDICATED,
THE PRICES SHOWN DO NOT IN-
CLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE
FURNISHED WHEN NECESSARY.

INDIANA SALES TAX EXEMPTION
CERTIFICATE NUMBER
034508-03

IF THIS ORDER DOES NOT
AGREE WITH YOUR QUO-
TATION KINDLY RETURN
IT WITH AN EXPLANA-
TION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY
UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THERE-
FORE HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

CITY CONTROLLER

PER _____

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHOR-
IZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

DIRECTOR OF PURCHASES

PER _____

WEATHERIZATION COST ANALYSIS

***** WEATHERIZATION PROGRAM *****				
***** CONTRACTOR BID ANALYSIS *****				
***** TOTALS * MOMPER * HOOT * *****				
***** WEATHERSTRIP AND THRESHOLD: *****				
MOMPER	\$25.000 EA.....	6 EA	\$150.00	\$150.00
HOOT	\$40.000 EA.....	6 EA	\$240.00	\$240.00
***** DALKING AND WALL FLASHING: *****				
MOMPER	\$0.330 LF.....	204 LF	\$67.32	\$1,801.32
	\$8.500 LF.....	204 LF	\$1,734.00	
HOOT	\$0.460 LF.....	204 LF	\$93.84	\$1,725.84
	\$8.000 LF.....	204 LF	\$1,632.00	
***** DUCT INSULATION: *****				
MOMPER	\$3.250 LF.....	24 LF	\$78.00	\$78.00
HOOT	\$5.500 LF.....	24 LF	\$84.00	\$84.00
***** PIPE INSULATION: *****				
MOMPER	\$0.850 LF.....	225 LF	\$191.25	\$191.25
HOOT	\$0.950 LF.....	225 LF	\$213.75	\$213.75
***** BUILDING INSULATION AND VAPOR BARRIER (PREPARATION): *****				
MOMPER	\$0.300 SF.....	3179 SF	\$953.70	\$953.70
HOOT	\$0.200 SF.....	3179 SF	\$635.80	\$635.80
***** BUILDING INSULATION AND VAPOR BARRIER (CEILING INSULATION): *****				
MOMPER	\$0.300 SF.....	808 SF	\$242.40	\$242.40
HOOT	\$0.280 SF.....	808 SF	\$226.24	\$226.24
***** BUILDING INSULATION AND VAPOR BARRIER (FLOOR INSULATION): *****				
MOMPER	\$0.470 SF.....	808 SF	\$379.76	\$379.76
HOOT	\$0.700 SF.....	808 SF	\$565.60	\$565.60

WEATHERIZATION COST ANALYSIS

BUILDING INSULATION AND VAPOR BARRIER (ROOF INSULATION):

MOMPER	\$0.360 SF.....	1171 SF	\$421.56	\$421.56
HQDT	\$0.350 SF.....	1171 SF	\$409.85	\$409.85

BUILDING INSULATION AND VAPOR BARRIER (VAPOR BARRIER OVER EARTH):

MOMPER	\$0.260 SF.....	808 SF	\$210.08	\$210.08
HQDT	\$0.200 SF.....	808 SF	\$161.60	\$161.60

STEEL WINDOWS:

MOMPER	\$50.000 EA.....	17 PC	\$850.00	\$850.00
HQDT	\$50.000 EA.....	17 PC	\$850.00	\$850.00

SIDEWALL INSULATION:

MOMPER

2-1/2" R-8 FRIC FIT W/VIS	\$0.240	2547 SF	\$611.28	\$611.28
3-1/2" R-11 FRIC FIT W/VIS	\$0.300	2547 SF	\$764.10	\$764.10
3-5/8" R-13 FRIC FIT W/VIS	\$0.350	2547 SF	\$891.45	\$891.45
6-1/4" R-19 FRIC FIT W/VIS	\$0.420	2547 SF	\$1,069.74	\$1,069.74
9-1/4" R-30 FRIC FIT W/VIS	\$0.605	2547 SF	\$1,540.94	\$1,540.94
12" R-38 FRIC FIT W/VIS	\$0.760	2547 SF	\$1,935.72	\$1,935.72

SIDEWALL INSULATION:

HQDT

2-1/2" R-8 FRIC FIT W/VIS	\$0.140	2547 SF	\$356.58	\$356.58
3-1/2" R-11 FRIC FIT W/VIS	\$0.180	2547 SF	\$458.46	\$458.46
3-5/8" R-13 FRIC FIT W/VIS	\$0.200	2547 SF	\$509.40	\$509.40
6-1/4" R-19 FRIC FIT W/VIS	\$0.220	2547 SF	\$560.34	\$560.34
9-1/4" R-30 FRIC FIT W/VIS	\$0.250	2547 SF	\$636.75	\$636.75
12" R-38 FRIC FIT W/VIS	\$0.300	2547 SF	\$764.10	\$764.10

CEILING BATTED:

MOMPER

3-1/2" R-11 KRAFT	\$0.300	808 SF	\$242.40	\$242.40
3-5/8" R-13 KRAFT	\$0.350	808 SF	\$282.80	\$282.80
6-1/4" R-19 KRAFT	\$0.410	808 SF	\$331.28	\$331.28
9-1/4" R-30 KRAFT	\$0.605	808 SF	\$488.84	\$488.84
12" R-38 KRAFT	\$0.760	808 SF	\$614.08	\$614.08

CEILING BATTED:

HQDT

3-1/2" R-11 KRAFT	\$0.200	808 SF	\$161.60	\$161.60
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WEATHERIZATION COST ANALYSIS

3-5/8" R-13 KRAFT	\$0.250	808 SF	\$202.00	\$202.00
6-1/4" R-19 KRAFT	\$0.300	808 SF	\$242.40	\$242.40
9-1/4" R-30 KRAFT	\$0.500	808 SF	\$404.00	\$404.00
12" R-38 KRAFT	\$0.600	808 SF	\$484.80	\$484.80

CRAWLSPACES BATTED:

MOMPER

3-1/2" R-11 KRAFT	\$0.350	808 SF	\$282.80	\$282.80
3-5/8" R-13 KRAFT	\$0.370	808 SF	\$298.96	\$298.96
6-1/4" R-19 KRAFT	\$0.450	808 SF	\$363.60	\$363.60

CRAWLSPACES BATTED:

HOOT

3-1/2" R-11 KRAFT	\$0.400	808 SF	\$323.20	\$323.20
3-5/8" R-13 KRAFT	\$0.420	808 SF	\$339.36	\$339.36
6-1/4" R-19 KRAFT	\$0.500	808 SF	\$404.00	\$404.00

CARDBOARD AIR DEFLECTORS:

MOMPER

\$0.450 70 PC \$31.50 \$31.50

HOOT

\$1.400 70 PC \$98.00 \$98.00

CEILING INSULATION (WOOD FIBER):

MOMPER

4".....	\$0.200	808 SF	\$161.60	\$161.60
6".....	\$0.300	808 SF	\$242.40	\$242.40
8".....	\$0.380	808 SF	\$307.04	\$307.04
10".....	\$0.450	808 SF	\$363.60	\$363.60
12".....	\$0.530	808 SF	\$428.24	\$428.24
14".....	\$0.610	808 SF	\$492.88	\$492.88

CEILING INSULATION (WOOD FIBER):

HOOT

4".....	\$0.250	808 SF	\$202.00	\$202.00
6".....	\$0.350	808 SF	\$282.80	\$282.80
8".....	\$0.450	808 SF	\$363.60	\$363.60
10".....	\$0.500	808 SF	\$404.00	\$404.00
12".....	\$0.550	808 SF	\$444.40	\$444.40
14".....	\$0.580	808 SF	\$468.64	\$468.64

FOIL FACE BATTS/PER SQ FT:

MOMPER

\$0.040 808 SF \$32.32 \$32.32

WEATHERIZATION COST ANALYSIS

HDDT	\$0.030	808 SF	\$24.24	\$24.24
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URETHANE FOAM INSULATION:

ACCEPTED

1/2" R-3.33.....	\$0.390	2547 SF	\$993.33	\$993.33
1" R-6.67.....	\$0.600	2547 SF	\$1,528.20	\$1,528.20
1-1/2" R-10.....	\$0.760	2547 SF	\$1,935.72	\$1,935.72
2" R-13.34.....	\$0.890	2547 SF	\$2,266.83	\$2,266.83
2-1/2" R-16.75.....	\$1.010	2547 SF	\$2,572.47	\$2,572.47
3" R-20.....	\$1.110	2547 SF	\$2,827.17	\$2,827.17
4" R-26.7.....	\$1.320	2547 SF	\$3,362.04	\$3,362.04
5" R-33.3.....	\$1.520	2547 SF	\$4,126.14	\$4,126.14

URETHANE FOAM INSULATION:

5007

1/2" R-3.33.....	\$0.250	2547 SF	\$636.75	\$636.75
1" R-6.67.....	\$0.400	2547 SF	\$1,018.80	\$1,018.80
1-1/2" R-10.....	\$0.450	2547 SF	\$1,146.15	\$1,146.15
2" R-13.34.....	\$0.550	2547 SF	\$1,400.85	\$1,400.85
2-1/2" R-16.75.....	\$0.600	2547 SF	\$1,528.20	\$1,528.20
3" R-20.....	\$0.650	2547 SF	\$1,655.55	\$1,655.55
4" R-26.7.....	\$0.700	2547 SF	\$1,782.90	\$1,782.90
5" R-33.3.....	\$0.800	2547 SF	\$2,037.60	\$2,037.60

ALUMINUM WINDOWS:

MDMPER	\$140.000	17 PC	\$2,380.00	\$2,380.00
HOOT	\$175.000	17 PC	\$2,975.00	\$2,975.00

WOOD WINROWS.

MEMBER	\$140.000	17 PC	\$2,380.00	\$2,380.00
HOOT	\$175.000	17 PC	\$2,975.00	\$2,975.00

SCREEN AND STORM DOORS:

MOMFER	\$95.000	2 PC	\$190.00	\$190.00	
HQQT	\$100.000	2 PC	\$200.00		\$200.00

***** \$41,617.54 \$30,604.15

TOTAL ALL BIDS	\$72,221.69
TOTAL HOOT & MONPER.....	\$72,221.69

WEATHERIZATION COST ANALYSIS

DIFFERENCE..... (\$,00)



The City of Fort Wayne

Department of Purchases
Room 940

Reference: Bid No. 1212

In addition to this cover letter, this bid package includes the following:

1. Invitation to Bid - Form DP-2B-5-68. You must complete the name and signature section at the bottom of page one (1).
2. Non-Collusion Affidavit - Form DP-8. Complete this form, sign, and have witnessed.
3. Proposal and Bid Surety Form - if it is required, it must be submitted on the enclosed form. No Substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (←). When submitting a bond as Surety complete the entire form and attach power of attorney.

NOTE: Improper completion or Non-completion of the above forms will disqualify your bid.

4. Specifications.
5. Affirmative Action Program - Bidders will be required to submit or to have on file with the City Equal Employment Office a current written Affirmative Action Program in order for their bids to be accepted. Such Program can be submitted at or subsequent to the bid opening but must be of record in the EEO Office and approved in advance of processing a purchase order for City Council approval. Bidders' Affirmative Action Programs are in effect for the 12-Month period following the date of approval by the City Equal Employment Opportunity Officer.

We ask that you review your bids before they are forwarded to us. No bid can be altered or added to after the designated bid opening time. If you have any questions regarding the bid and/or filling out the bid forms, please feel free to call the Purchasing Department at (219) 427-1101.

Carol J. Offerle
Department of Purchases

CITY OF FORT WAYNE**DEPARTMENT OF PURCHASES**

Number One Main St., FT. WAYNE, IND. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

Page 1 of 65Ref. No. 1212Date July 3, 1985Date wanted 7/24/85Mail all replies and correspondence, etc. to Att. of Carol Offerle:427-1101 DEPARTMENT OF PURCHASESAddress Room 940, Number One Main St., Ft. Wayne, Ind. 46802**REQUIRED FOR DELIVERY TO:**

Department COMMUNITY DEVELOPMENT AND PLANNING
or Division ONE MAIN STREET

Address FORT WAYNE, IN 46802

Fund
Appropriation No. _____

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing JULY 24, 1985 at 10:30 a.m.
Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		WEATHERIZING APPROXIMATELY SEVENTY (70) HOUSES AS PART OF THE ANNUAL WEATHERIZATION PROGRAM OF THE CITY OF FORT WAYNE HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES, INC. PER THE ATTACHED SPECIFICATIONS.		
		AFFIRMATIVE ACTION: On File <input checked="" type="checkbox"/> Attached _____		

id Bond required ☐ NO ☒ YES \$500.00 Performance Bond ☐ NO ☒ YES 100%
See instruction item No. 16 on reverse side hereof.

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here: Tom HootTom Hoot Insulation, Inc.

For Tom Hoot Name of Company President

Address 13525 Lima RoadCity Fort Wayne, IN 46818 637-5856

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and to further agree to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense in the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination as from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted at the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor,** agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 19 ____ follows:
Board-Commissioner Dept. of Purchasing, etc.

Rejected _____ Date _____ 19 ____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

DEPARTMENT OF PURCHASES
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Federally-Assisted Construction)

Page 3 of 65

PROJECT: Weatherization Program

Bid # 1194

CONTENTS

Check if contained	Pages	
<input checked="" type="checkbox"/>		Cover Sheet
<input checked="" type="checkbox"/>	4-12 of 65	Instruction to Bidders
<input checked="" type="checkbox"/>	13 of 65	Schedule
		Schedule of Items
<input checked="" type="checkbox"/>	14-30 of 65	General Provisions
<input checked="" type="checkbox"/>	31-33 of 65	Federal Labor Standards Provisions
		Special Conditions
		Plans and Specifications
		Drawings

ATTACHMENTS

<input checked="" type="checkbox"/>	51-52 of 65	Certification of Non-Segregated Facilities
<input checked="" type="checkbox"/>	54 of 65	Non-Collusion Affidavit
<input checked="" type="checkbox"/>	65 of 65	Bidder's Bond
		Performance Bond
		Sworn Experience Questionnaire
		Plan and Equipment Questionnaire
		Contractor Financial Statement 96-A
		Certificate in Lieu of Financial Statement
		Prevailing Wage Scale - State of Indiana
<input checked="" type="checkbox"/>	53 of 65	Federal Wage Scale
		Payment Bond
		Warranty Bond

Acknowledgement of Amendments	Amendment No. _____ Date _____	Amendment No. _____ Date _____
	_____	_____

BID SUBMITTED

ACCEPTANCE OF BID/AWARD OF CONTRACT

Contractor Tom Hoot Insulation, Inc. City of Fort Wayne

By Tom Hoot Tom Hoot Department of Purchases

Its President

Offer Date 7-24-85

Compliance: _____

Bidder agrees to keep bid open for acceptance for 30 days (90 days unless otherwise specified.)

City of Fort Wayne
Mayor _____

O.C. 12/84
D.O.P. - Fed.

* NOTE: Award will be made on this form.

INSTRUCTIONS TO BIDDERS
Department of Purchases
City of Fort Wayne, Indiana

JULY 3, 1985
Weatherization Program

1. Submission of Bids. Sealed bids will be received by The Department of Purchases of the City of Fort Wayne, in the State of Indiana, until 10:30 o'clock a.m. on the 24th day of JULY, 1985, at the Office of The Department of Purchases in Room 940 in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

Weatherization of approximately 70 designated homes accepted through the City of Fort Wayne Housing and Neighborhood Development Services, Inc. Weatherization Program.

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Department of Purchases.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the Department of Purchases. If the information requested or change made is substantive, The Department of Purchases will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Department of Purchases and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Department of Purchases on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Department of

Purchases will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Department of Purchases will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Department of Purchases reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Department of Purchases will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Department of Purchases can consider:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in the field.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) the bidder's record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Department of Purchases may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Pregualification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Department of Purchases, in a sum of FIVE HUNDRED \$ (\$500) ~~or the aggregate amount of the bid, but in no case less than \$100.00;~~ or the bidder may deposit with The Department of Purchases in lieu of such bond, a certified check on a solvent bank in a sum of FIVE HUNDRED \$ (\$500) ~~of the aggregate bid or proposal, but in no case less than \$100.00,~~ which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Department of Purchases, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Department of Purchases, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract: Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Department of Purchases which shall not be less than one year old.

- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A)
or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Certification of Non-Segregated Facilities
- (b) Non-Collusion Affidavit
- ☐ (c) Prequalification Statement
- (d)
- (e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Department of Purchases, determines that they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Department of Purchases determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Department of Purchases prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises.

The MBE/WBE firm (cross out inapplicable provision) shall have 0 % participation (employees) 0 % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm 0 % (cross out inapplicable provision).

- C. The undersigned commits _____ % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- 1.
2. N/A
- 3.

- D. The undersigned commits _____ % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- 1.
2. N/A
- 3.

- E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1. My Company cannot meet the participation goals for the following reasons: If awarded this contract we will be utilizing our own work force.

2. We have taken the following steps in an attempt to comply with these participation goals: We would be pleased to work with MBE/WBE firms if additional resources are needed.

(attach additional sheets as necessary)

Contractor Tom Hoot Insulation, Inc. Contractor _____

By Tom Hoot By _____

Its President Its _____

To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
_____ %.

- B. The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

14. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of \$10,000.00)

A. The Offeree's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time- Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved procurement.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole

purpose of meeting the contractor's goals shall be violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

D. As used in the Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Fort Wayne, County of Allen, State of Indiana.

15. Required Prevailing Wage Schedule Payments - Federally Funded Projects. The contractor must, at a minimum, follow the Federal Labor Standard Provisions and the highest of the following for each position; (a) Federal wage scale, and benefits or (b) the local wage rate and benefits determination.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the appropriate wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

☒ 16. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Department of Purchases, on the bond form issued by The Department of Purchases. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

17. Additional Bonds. If bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Department of Purchases:

- ☐ A. Payment Bond. In the amount of payments to be made under the contract.
- ☐ B. Warranty Bond. In the amount of the contract warranting the contractor performance for a period of one year after the date of the City acceptance.

18. Councilmanic Approval and Ratification of Contract. This Agreement, although executed on behalf of the Owner by the Mayor and The Department of Purchases shall not be binding upon the Owner unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

19. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows _____

SCHEDULE
Department of Purchases

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

Required weatherization of approximately 70 designated homes.

All work will be performed in accordance with: The IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$_____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Department of Purchases issues a written notice to proceed. All work shall be completed on a house within thirty (30) days after the order for the work is placed on that house. The Contractor shall fully complete all of the work to be done under this IFB so that improvements are finished by December 31, 1985.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$_____ per day for each and every day after _____ days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

O.C. 1/85
D.O.P.

S - 1

GENERAL PROVISIONS*
Department of Purchases
Federally-Assisted Construction

1. Time and Progress. Time is of the essence of this contract. The contractor shall begin promptly after receipt of a written notice to proceed, and in no case later than ten (10) days after such receipt. He/she/it shall prosecute the work in such a manner as to cause no unnecessary delays. The time of beginning, rate of progress and time of completion are all essential elements of this contract.

2. Payment. The Contractor will submit requests for payment on a claim form prescribed by the City, to the Division of Community Development and Planning through its Department of Housing and Neighborhood Development Services, Inc. (HANDS) and attach to that claim form, his invoices for the work performed and accepted.

3. Progress Payments and Retainage. The contractor may submit requests for payments no more often than every thirty (30) days for work performed and accepted under this contract. If the contractor is in compliance with the provisions of this agreement, the City will make payments for such work performed and completed, provided, however, that in any such case the City will retain ten percent (10%) of the total amount owing to insure satisfactory completion of the contract. Upon final inspection and acceptance of this contract, the contractor will be paid in full. Upon receipt of the Contractor's final invoice, final payment shall be made within a reasonable time. Any proof of payment of subcontractors, supplies, or others may be reasonably requested by the City.

4. Inspection. The Department of Purchases, HANDS Construction Manager officials of the Office of Compliance of the City of Fort Wayne, and any other City officials designated by The Department of Purchases shall have access to the work sites and contractors' records at all reasonable times for inspection of the work performed under and in compliance with this agreement.

Any inspection or failure to inspect by The Department of Purchases or City does not relieve the contractor of the obligation to comply with all provisions of this agreement.

*NOTE: Those clauses of the General Provisions with the following box beside it ☐ will be applicable to the contract only if the box has a checkmark or "x" in it. Any question about the applicability of a General Provision should be brought to the attention of The Department of Purchases.

5. Warranty. The contractor fully warrants his work for one (1) year after acceptance by The Department of Purchases, and shall remedy at the contractor's own expense any defects or problems occurring during that one-year period. In addition, The Department of Purchases and the City shall be furnished with all manufacturer's and supplier's written guaranties and warranties covering materials and equipment furnished under the contract.

6. Termination for Convenience. The Department of Purchases can terminate this agreement for the convenience of The Department of Purchases at any time by providing a written notice to the contractor. If the agreement is terminated by The Department of Purchases pursuant to this clause, the contractor will be paid only for the work performed up to the termination date. In the event of termination pursuant to this clause, all work, including any finished or unfinished documents, data, studies and reports prepared by the contractor pursuant to this agreement shall become the property of The Department of Purchases.

7. Termination for Default. If the contractor shall fail to fulfill its obligations under this agreement in a timely and proper manner, The Department of Purchases shall have the right to terminate this agreement for default by written notice. If this agreement is terminated pursuant to this clause, The Department of Purchases is not required to advance any further payments to the contractor. In the event of termination, all work, including finished or unfinished documents, data, studies, surveys and reports prepared by the contractor shall become The Department of Purchases's property. Termination pursuant to this clause is not The Department of Purchases's exclusive remedy and will not prejudice the right of The Department of Purchases to take any other legal action against the contractor.

8. Changes. The Department of Purchases may, at any time, by written order, make changes within the general scope of this agreement. If any such change results in an increase or decrease in the cost of performance, time of performance, or any other material provision of this contract, The Department of Purchases shall make an equitable adjustment in the contract price, time of performance or other provision. Any claim by the contractor for adjustment under this clause shall be submitted to The Department of Purchases in writing within thirty (30) days after the issuance of the change order. All such change orders and resultant compensation shall be incorporated as written modifications to this contract. Any dispute as to an equitable adjustment shall be referred to the Director of The Department of Purchases for his final determination, pursuant to the Disputes Clause of this contract; provided, however, that the contractor will proceed with the work as changed, even if there is a dispute.

9. Records and Audits. The contractor shall, in accordance with the procedures, rules and regulations promulgated by the United States Office of Management and Budget, maintain records and accounts, including personnel, property and financial records adequate to identify and account for all costs pertaining to the agreement, and such other records as may be required by all applicable statutes, rules or regulations to assure proper accounting for all project funds, both federal and non-federal. These records will be made available for audit purposes to the City of Fort Wayne, including The Department of Purchases or any authorized federal or state government agency, and will be retained for three (3) years after the expiration of this agreement.

10. Assignability. The contractor shall not assign or transfer any interest in this agreement, including by assignment or novation without the prior written consent of The Department of Purchases.

11. Sub-contracting. None of the services covered by this agreement shall be sub-contracted or contracted out without the prior written consent of The Department of Purchases. No subcontracts will be awarded to contractors who have been debarred or suspended from doing work for the City of Fort Wayne on federally-assisted contracts.

12. New Quality Materials. All materials used by the contractor in the performance of this contract will, unless otherwise specified in writing, be new, of a merchantable quality, and in no case less than the quality required by the specifications.

13. Permits and Licenses. The contractor shall secure at his/her/its own expense all permits and licenses necessary to the performance of the contract. Failure to secure a necessary permit or license shall constitute grounds for termination of the contract.

14. Contractor's Insurance. The contractor shall obtain and pay premiums for such public liability insurance, property damage insurance, and workmen's compensation as will fully protect it from claims under the Indiana Workmen's Compensation Act and from any other claims for damages to persons not covered by that Act because of bodily injury, including death which may arise from, or during the performance of the work described in this contract. The City shall be named as an additional insured on each such policy. Proof of all such insurance shall be presented to The Department of Purchases. The contractor further agrees that it will indemnify and hold The Department of Purchases and the City of Fort Wayne harmless from any loss, damage, liability, cost or expenses incurred by the contractor, any of its agents, employees and sub-contractors, in the perfor-

mance of this contract, as well as the failure of the contractor or of any agents, employees, or sub-contractors to comply with any of the provisions of this clause.

15. Contractor's Protection of Work and Safety. The contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property from injury or damage arising from the work to be done under or by the contractor, its employees, agents and sub-contractors during the construction. He/she/it shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes and ordinances. The contractor shall properly and fully guard all excavations and dangerous places, and will use all due and proper precaution to prevent injury to any and all persons and property.

16. Lead Base Paint. The contractor will not apply any lead base paint, and will take all necessary steps to reduce the hazard from lead base paint already on surfaces. Lead base paint is defined as paint containing more than six-one-hundredths of one percent of lead by weight in the total non-volatile content of liquid paint, or in the dried film of paint already applied, and shall include, cracking, scaling, peeling, chipping or loose paint. Any surfaces to be painted shall be treated as necessary. Treatment involves washing, sanding, scraping, wire-brushing, or otherwise cleaning so as to remove cracking, scaling, peeling, chipping or loose paint back to sound surfaces, and repainting with two coats of suitable non-lead paint. If paint film integrity cannot be maintained, the surface must be covered.

Lead base paint hazards involve all interior surfaces and those exterior surfaces readily accessible to children under seven (7) years of age, and contractor will take appropriate provisions pending the completion of the contract for the elimination of immediate hazards.

17. Contractor's Clean-up. During construction, and after completion the contractor shall clean up and remove all waste construction materials from the premises and will leave the premises in a clean and sightly condition.

18. Disputes. All disputes which arise under this contract which cannot be resolved between the contractor and the City will be referred in writing to the Director of the Board. The Director of The Department of Purchases shall make a final decision in writing. The contractor will continue to perform the contract regardless of the decision of The Department of Purchases.

19. Equal Employment Opportunity. During the performance of this contract the Contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin; such action shall include, but is not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in

whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked, as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

20. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) (Applicable to all Federally Assisted Construction Contracts and Subcontracts in Excess of \$10,000).

1. As used in these specifications:

(a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

(b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(c) "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(d) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the origin peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in the Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs (7a) through (7p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and

female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal Procurement Contracting Officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and the trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and the trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

(a) Ensure and maintain a working environment free of harrassment, intimidations, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

(d) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

(e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7b) above.

(f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or

other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female new media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(i) Direct its recruitment efforts, both oral and written, to minority, female and community organization to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on-site and in other areas of a contractor's work force.

(k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(m) Ensure that seniority practices, job classification, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a) through (7p). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7a) through (7p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female all women both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy the requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local, or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

21. Minority Business Enterprise/Women Business Enterprise Compliance (Construction Contract). This contract is governed by General Ordinance G-16-84, Chapter 7 of the code of the City of Fort Wayne, establishing participation goals of seven percent (7%) for Minority Business Enterprises and two percent (2%) for Women Business Enterprises of the total yearly dollar amount of construction contracts awarded by the City of Fort Wayne. The terms "Minority Business Enterprise" and "Women Business Enterprise" are defined in the Ordinance and in the MBE/WBE Statement of the IFB/RFP. The contractor agrees that in performing this contract it/he/she will meet or exceed the certification of participation set forth in the MBE/WBE Statement in the IFB/RFP. Failure to meet or exceed the smallest of the following: (a) 7% MBE or 2% WBE; or (b) the participation certification, without justifiable excuse, can be grounds for termination of this contract for default and shall be considered in evaluating contractor's responsibility on future contracts. The contractor agrees to cooperate with and provide all documentation requested by the City in monitoring the contractor's compliance. After completing the work called for in the contract, the contractor will submit to the City an accurate certification setting forth the MBE and WBE participation in the contract. Final payment shall not be made until this certification is received.

22. Anti-Discrimination Under Indiana Code 5-16-6-1. This contractor agrees as follows:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract, a penalty of five dollars (\$5.00) per person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. That this contract may be cancelled or terminated by the City of Fort Wayne and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this clause.

23. Anti-Discrimination Under the Code of the City of Fort Wayne, Section 15-17. In the performance of work under this contract or any subcontract hereunder, the contractor, subcontractor, and any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this contract provision.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not retaliate against any person because of good faith, reasonable actions taken to overcome, alleviate, or report discrimination.

Enforcement of this section shall be through order of the City of Fort Wayne in the following manner:

a. Whenever any member of the Division of the City of Fort Wayne awarding this contract, or whenever a Compliance Officer of the City of Fort Wayne has reason to believe that any of the provisions of this clause and of Ordinance Sec. 15-17 have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Metropolitan Human Relations Commission has no jurisdiction shall be investigated by the Compliance Officer of the City.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Compliance Officer of the City of Fort Wayne and to the Division awarding the contract, which may invoke one of the remedies set forth in subsection (c) of this clause. If it is a matter over which the Metropolitan Human Relations Commission does not have jurisdiction, the Department awarding the contract shall conduct a hearing to determine whether there has been a breach of Ordinance Sec. 15-17.

c. If the Division awarding the contract determines that a contractor, subcontractor or any person acting on behalf of such contractor, or subcontractor, has violated the provision or provisions of Ordinance Sec. 15-17, whether discriminating, obstructing, retaliating, or otherwise, the Division awarding this contract may:

(1) Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract the sum of not less than Ten Dollars (\$10.00) per day, nor more than One Thousand Dollars (\$1,000) per day for each violation. Each day upon which the violation exists shall be deemed a separate offense.

(2) The Division of the City awarding this contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Section 15-17.

☒ 24. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities - (Applicable to Contracts Funded With Funds Provided by the Department of Housing and Urban Development).

a. Work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban development Act of 1968, as amended, 12 U.S.C. 1701U. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this agreement will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development including all applicable rules and orders of the Department issued prior to the execution of this agreement. The parties to this agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicant for employment or training.

d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing

and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department, issued hereunder prior to the execution of the agreement, shall be a condition of the federal assistance provided to the project binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

25. Copeland Anti-Kickback Act. No contractor or contractor's employee shall induce by any means, any person employed in the construction, completion or repair of public work, to give up any part of its compensation to which it is otherwise entitled. The contractor will fully comply with all other requirements set forth in 29 CFR Part 3.

26. Federal Labor and Work Hours Requirement. The contractor will comply with all requirements of the (a) Federal Labor Standards Provisions and (b) Contract Work Hours and Safety Standards Act as spelled out in Attachment GP-A.

27. Required Prevailing Wage Scale Payments. When federal funds are utilized, the contractor and each subcontractor will file a schedule which must show that the contractor and subcontractor will pay at a minimum the higher of the federal or state wage scale for each position. During performance of the contract, the contractor and each subcontractor will meet or exceed his/her/its Schedule of Wages for each position.

28. Compliance With Clean Air Act, Clean Water Act and EPA Regulations. (Applicable to all federally funded contracts in excess of \$100,000.00)

(a) Any facility to be used in this contract by the contractor or his subcontractors shall not be listed on the EPA List of Violating Facilities as required by CFR Sec. 15, 20.

(b) The contractor will comply with all requirements Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, including those relating to inspection, monitoring, entry, reports and information.

(c) The contractor will notify the City Purchasing Agent of any communication from the Assistant Administrator for Enforcement of the Environmental Protection Agency.

(d) The contractor will include the criteria and requirements in paragraphs (a) through (d) of this clause in every non-exempt subcontract, and will take such action as the City or Federal Government may direct as a means of enforcing such provisions.



Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or his authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and shall advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate),

HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will make a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such

benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) **Apprentices and Trainees.** Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an

Page 32 of 65
apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor in the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration. . . makes, utters or publishes any statement, knowing the same to be false. . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives com-

pensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

WEATHERSTRIPPING AND THRESHOLDS

GENERALI. Definitions

- A. Repair. Remedy defects in appearance or function; replace damaged or missing parts.
- B. Replace. Remove and dispose of existing products and install new product.
- C. Install. Install new product on existing surfaces.

II. Quality Criteria

Acceptable Manufacturers

- 1. Accurate Metal Weatherstrip Co., Mt. Vernon, N.Y.
- 2. Chamberlin Co., New York, N.Y.
- 3. Pemko Manufacturing Co., Emeryville, Cal.
- 4. Zero Weather Stripping Co., Bronx, N.Y.
- 5. May Manufacturing Co., Houston, Texas.
- 6. Or Equal.....

PRODUCTSI. General Requirements

Repair and Replacement

- 1. Weatherstripping. Do not replace weatherstripping piecemeal. All weatherstripping on any one door, window or frame element must be replaced in its entirety.
- 2. Thresholds. New thresholds must match existing thresholds and must be complete in all parts, including any hook strips, anchors, and sealant for bedding thresholds.
- 3. Do not mix aluminum and bronze weatherstripping materials.

II. New or Replacement Materials

Thresholds

1. Concrete exterior porch and interior wood or resilient floor: Pemko No. 110A aluminum or 110B bronze, and Pemko No. 61ST hook strip.
2. Concrete exterior porch and interior wood, resilient or carpeted floor: Pemko No. 206A aluminum with vinyl insert.
3. Sealant for bedding thresholds: One part gun grade butyl rubber sealant.

III. Materials for New Installations

A. Weatherstripping for Doors

1. Jambs and Head
 - a. Metal: Pemko No. 74B, 7/8 inch wide bronze cushion strip.
 - b. Plastic: Pemko No. PF 114PS black with pressure sensitive adhesive.
2. Astragals: Pemko No. 43B bronze with 44B bronze interlock.

B. Weatherstripping for Windows

1. Double hung wood windows: Pemko Plain Bronze Rib strips of required size, with bronze hooks.
2. Jalousie windows: Pemko No. 395 clear vinyl snap-on weatherstrip or approved equal of required thickness for glass thickness.
3. Metal casement windows: Pemko spring bronze cushion equipment:
 - a. No. 82B weatherstripping for hinge side
 - b. No. 81B weatherstripping for head, sill and latch sides
 - c. No. 80B all purpose sill weatherstripping
4. Wood casement windows: Pemko spring bronze equipment:

- a. Cushion "V" strip of required dimensions, at jambs and heads.
- b. "EL" metal at casement sill.
- 5. All purpose weatherstripping where none of the above materials apply:
 - a. 1/4 inch by 1/2 inch charcoal urethane foam tape with pressure sensitive back.

EXECUTION

I. General

A. Repair:

- 1. Reanchor loose weatherstripping which is otherwise serviceable.
- 2. Remove loose threshold, clean surfaces and reinstall in new sealant.
- B. Carefully remove defective parts; repair surfaces as required to provide sound base for new installation.
- C. Securely fasten new weatherstripping and thresholds in place.
- D. If required for installation, make alterations to doors and windows as required for installation of new weatherstripping and thresholds.

II. Weatherstripping

- A. Install in conformance with manufacturer's printed instructions.
- B. Fasten with type, size and quantity of anchors recommended by manufacturer.
- C. Installed weatherstripping shall be straight, true and without binding, bends, kinks or defects of any type.
- D. Doors and windows shall operate freely, close and lock easily. Weatherstripping shall prevent infiltration of air from exterior and loss of conditioned air from interior, and allow proper operation of door and window.

III. Thresholds

- A. Install thresholds in beads of sealant along each edge of threshold.
- B. Anchor each threshold with a minimum of 3 flat head countersunk stainless steel screws for aluminum and bronze or brass screws for bronze thresholds.
- C. Cope ends of thresholds as required for fit at jambs.

*COST: Materials and Execution (Labor) \$ 40.00.

CALKING AND WALL FLASHING

GENERAL

I. Quality Criteria

Acceptable Manufacturers

1. Calking

- a. DAP, Inc., Dayton, Ohio
- b. Pecora Corporation, Harleysville, Pa.
- c. Sonneborn Division of Contech, Inc.,
Chicago Heights, Ill.
- d. Or Equal

2. Flashing

- a. Alcoa, Pittsburgh, Pa.
- b. Revere Copper and Brass, Inc., New York,
N.Y.
- c. Sandell Manufacturing Co., Inc.,
Cambridge, Mass.
- d. Sisalkraft Div. St. Regis, Attleboro,
Mass.
- e. Wasco, American Cyanamid Co., Wakefield,
Mass.
- f. Rubber & Plastics Compound Co., Inc.,
Long Island City, N.Y.
- g. Or Equal

PRODUCTS

I. General Requirements

A. Repair and Replacement:

- 1. Where repair and replacement of calking are involved, it will not be permissible to repair and replace calking on a spot basis. All calking for any construction feature (door or window) must be removed and repaired and/or replaced in its entirety.
- 2. Color of new calking must closely match color of existing calked joints.
- 3. Where repair and replacement of exposed flashing is involved, new materials shall produce exposed finish sizes, shapes, textures and colors to closely match existing exposed surfaces.

4. Where repair and replacement of concealed flashing is involved, new material shall match existing material. In no event will different materials, which may cause electrolysis due to contact of the material, be used.

II. Materials

A. Calking

1. Pecora AC-20 one part non-sag acrylic latex polymer calk in standard color compatible with existing surfaces.
2. Back-up joint filler: Pecora No. 89 butyl rubber round back-up closed cell joint filler.

B. Flashing

1. Sheet aluminum: ASTM B209, either 3003 or 3004 alloy with mill finish. Minimum 0.030 inch thick. Hem exposed edges minimum 1/4 inch. Fasteners shall be aluminum.
2. Copper: ASTM B370, sheet and strip, light cold-rolled temper, 16 ounces per square foot. Fasteners shall be brass, bronze, or copper.
3. Galvanized iron: Zinc coated commercial quality carbon steel sheets with minimum of 0.020% copper content; ASTM A526; hot-dip galvanized to ASTM A525; 1.25 commercial class coating; minimum 26 gauge. Fasteners shall be galvanized or stainless steel.
4. Membrane
 - a. Copper flashing: Wasco Products, Inc. "CPO-R-TEX", 2 ounce copper bonded to 3 ounce reinforced waterproof creped Kraft paper.
 - b. Aluminum flashing: Wasco Products, Inc. "ALUMINUM COATED" 0.004 inch thick aluminum coated on both sides with asphalt compound, weighing 6 ounces per square foot.

- c. Polyvinyl chloride flashing: 0.010 inch thick non-reinforced polyvinyl chloride water-proofed impermeable sheet, 11 ounces per square yard.
- d. Mastic for sealing laps, corners and seams: As recommended by manufacturer of membrane flashing.

EXECUTION

I. General

- A. Protection: Take adequate measures to protect all finish surfaces on the building against damage due to the work of this section.
- B. Coordinate installation of materials and associated work to provide complete calking and flashing systems.
- C. Carefully remove defective parts.
- D. Fabricate replacement flashings to required size for proper fit.
- E. Securely fasten new flashing in place. New flashings shall member with existing flashings.

II. Calking

- A. Completely remove exiting calking and back-up.
- B. Thoroughly clean joint surfaces. Joint surfaces must be dry.
- C. Install back-up. Depth of joints shall equal joint width with minimum depth of 1/4 inch. Install back-up joint filler in joints over 1/4 inch deep which exceed width.
- D. Do not apply calking in wet or freezing conditions.
- E. Gun apply calking compound with nozzles of proper sizes to fit joints. Force compound into joints with sufficient pressure to expel air and rill joints solidly. Joints shall be free of wrinkles. Tool smooth.

- F. Clean surfaces adjoining calked joints of smears and other soiling resulting from calking application.

III. Flashing

- A. Workmanship and installation methods employed shall conform to commercial practice.
- B. Surfaces to which flashings are applied shall be even, smooth, sound, thoroughly clean and dry.
- C. Protect aluminum surfaces in contact with pressure treated wood, mortar, masonry, concrete or other absorptive material with one coat of zinc chromate and a coat of aluminum paint.
- D. Solder slowly, thoroughly heat seams and sweat solder completely through full width of seams.
- E. Coordinate flashing work with the installation of adjoining work.
- F. Extend flashings at least 6 inches up walls, past jambs and turn up one inch to form waterstops.
- G. Lap joints at least 3 inches and seal all laps.

*COST: Materials and Execution (Labor) \$ 8.00 per linedl '

DUCT INSULATION

GENERALI. Definitions

- A. Repair: Repair torn or loosely supported insulation.
- B. Replace: Remove existing insulation in designated area and replace with new insulation.

II. Quality Criteria

- A. Acceptable Manufacturers
 - 1. Certain-Teed/Saint Gobain
 - 2. Keene Ceiling & Insulation.
 - 3. L.O.F. Glass Fiber
 - 4. Owens-Corning Fiberglass
 - 5. Or Equal

PRODUCTSI. Ductwork Insulation

- A. Match existing.
- B. General
 - 1. Provide insulation composed of low-density glass fibers.
 - 2. Thickness: One inch.
 - 3. Type: Wrap or board insulation.
 - 4. Vapor barrier:
 - a. Aluminum foil.
 - b. Vinyl film.
 - c. Foil-Scrim-Kraft
 - 5. No punctures or tears.

- C. Cooling Duct Insulation: Provide insulation with vapor barrier facing.

II. Installation Materials

- A. Insulating Cement: Manufacturer's recommended.
- B. Mechanical Clips: Manufacturer's recommended.
- C. Joint Tape: Flame resistant vapor barrier tape.
- D. Tie Wire: Corrosion resistant.
- E. Adhesive: Manufacturer's recommended or 3M "EC-1128".

EXECUTION

I. Preparation

- A. Replace:
 - 1. Using a sharp tool, cut designated insulation from duct work.
 - 2. Thoroughly clean and dry exposed duct area.

II. Installation

- A. Repair:
 - 1. Torn areas:
 - a. Apply adhesive to area.
 - b. Place loose fiber over area.
 - c. Cover area with adhesive applied tape.
 - 2. Loosely supported area:
 - a. Apply tie wire to support area.
 - b. Apply adhesive to interior side of insulation.
- B. Replace:
 - 1. Board insulation:
 - a. Attach by: Mechanical clips or applications of adhesive on six inch centers.
 - b. Tightly butt edge joints.

- c. Overlap sides with top and bottom pieces.
- d. Seal seams and joints with vapor barrier tape and adhesive if vapor barrier insulation is required.

2. Wrap insulation:

- a. Attach by: Mechanical clips, stapling standing seam or tie wire.
- b. Tightly butt edge joints.
- c. Top joint may be overlapped.
- d. Seal seams and joints with vapor barrier tape and adhesive if vapor barrier insulation is required.

C. Consider:

- 1. Ducts to be tested for air tightness before installing insulation.
- 2. Insulation subject to damage to be protected.
- 3. Materials are fire retardant or incombustible.
- 4. Vapor barrier integrity is maintained.

*COST: Materials and Execution (Labor) \$ 3.50 per lineal '

PIPE INSULATION

GENERALI. Definitions

- A. Repair: Patch existing insulation with new material.
- B. Replace: Remove existing insulation and replace with new material.
- C. Install: Insulate piping system with new material.

II. Quality Criteria

Acceptable Manufacturers

- 1. Certain-Teed/Saint Gobain
- 2. Keene Ceiling & Insulation
- 3. Or Equal

III. Product Delivery and Storage

Store insulation in protected area free from exposure to direct outside light, weather, moisture, damage, or extreme temperatures.

PRODUCTSI. Pipe and Fitting Insulation

A. General:

- 1. Provide insulation composed of inorganic glass fibers bonded with resins:
Fed. Spec. HH-I-558 or ASTM C547.
- 2. No punctures, scratches, or tears.
- 3. Thickness: One inch minimum.
- 4. Size: To match designated piping.

B. Pipe Insulation

- 1. Molded Circular Sleeving: Fed. Spec. Form D, Type III, Class 12.

2. Split one side.
3. Furnish in standard 3 foot segments.
4. Pipe Insulation:
 - a. Laminated aluminum foil.
 - b. Glass reinforcing.
 - c. Kraft paper.
 - d. UL 723 rating.

C. Fitting Insulation: Pre-cut Molded Circular Segments: Fed. Spec. Form E, Class 16.

IV. Installation Materials

- A. Insulating Cement: Manufacturer's recommended.
- B. Jacket Lap Adhesive: Manufacturer's recommended.
- C. Joint Tape: Manufacturer's recommended.
- D. Tie Wire: Corrosion resistant.

EXECUTION

I. Preparation

- A. Repair: Replace:
 1. Using a sharp tool, cut designated insulation from lines and fittings.
 2. Thoroughly clean and dry exposed pipe and fittings, and prepare to receive new material.
- B. Install: Thoroughly clean and dry pipe and fittings, and prepare to receive new material.

II. Installation

- A. Fitting Insulation:
 1. Place molded fiberglass fitting insulation over fittings.
 2. Tie fitting insulation with wire.
 3. Point seams and joints with insulating cement.

B. Pipe Insulation:

1. Place split circular segments over pipe runs.
2. Tightly butt end joints between segments and between pipe and fitting insulation.
3. Install insulation immediately adjacent to hangers, supports, and valves.
4. Minimize joints by using full length segments whenever possible.
5. Seal seam laps with adhesive.
6. Seal butt joints between pipe segments and between pipe and fitting insulation with tape and adhesive.
7. Point joints with insulating cement.

V. Surface Finishing

A. Pipe Runs

1. Concealed: No finish required.
2. Exposed
 - a. Repair and Replace: Match existing.
 - b. Install: No finish required.

B. Fittings

1. Concealed: No finish required.
2. Exposed: Finish to match existing.

*COST: Materials and Execution (Labor) \$ see below.

$\frac{1}{2}$ " - 3/4" Residential .95 per lineal '

(optional) $\frac{1}{4}$ " 3.00 per lineal '
 $\frac{1}{4}$ "-2" 3.25 per lineal '

BUILDING INSULATION & VAPOR BARRIER

GENERAL

- I. Definitions (See Execution)
- II. Quality Criteria
 - A. Acceptable Manufacturers for Reflective Insulation:
 - 1. Kaiser Aluminum & Chemical Sales, Inc.
 - 2. Alcoa Building Industries.
 - 3. Thermal Materials, Inc.
 - 4. Flintkote Co., Pioneer Division.
 - 5. Or Equal.....
 - B. Acceptable Manufacturers for Rigid Insulation:
 - 1. Celotex Corp.
 - 2. Flintkote Co., Building Materials Division.
 - 3. Johns-Mansville Corp.
 - 4. Pittsburgh Corning Corp.
 - 5. Or Equal.....
 - C. Acceptable Manufacturers for Batt Insulation:
 - 1. Certain-Teed St. Gobain.
 - 2. Celotex Corp. Subdivision of Jim Walter Corp.
 - 3. Johns-Manville Corp.
 - 4. Owens Corning Fiberglass Corp., Home Building Prod. Division.
 - 5. Rockwool Industries, Inc.
 - 6. Or Equal.....
 - D. Acceptable Manufacturers for Loose Fill Insulation:
 - 1. Certain-Teed St. Gobain.

2. W.R. Grace
3. Pittsburgh Corning Corp.
4. BASF Wyandotte Corp.
5. Rockwool Industries, Inc.
6. Or Equal.....

PRODUCTS

II. Insulation Material

A. General

1. Provide insulation material of uniform thickness and size.
2. Fibrous batt insulation: Fiberglass or rockwool to comply with Federal Specification HH-I-521E or ASTM C262 and C553.
3. Reflective insulation: Sheet metal or foil complying with Federal Specification HH-I-1252A.
4. Rigid insulation: Edges square cut; Polystyrene HH-I-524B, Mineral Fibre HH-I-526C, Mineral Aggregate HH-I-529B, Urethane HH-I-530A or ASTM C591.
5. Loose fill insulation: Mineral fibres or fire resistant treated cellulose fibres complying with Federal Specification HH-I-515B.

II. Accessories

- A. Adhesive: Use adhesive and fasteners as recommended by insulation manufacturer.
- B. Staples: Use copper alloy staples where recommended by manufacturer.
- C. Hexagonal Mesh: 18 inch galvanized mesh complying with ASTM A390.

III. Vapor Barrier

Opaque polyethylene film, ASTM D2103, 4 mils thick, maximum practical width.

EXECUTION

I. Preparation

- A. Remove dirt, debris, and other foreign matter from spaces and surfaces to receive insulation.
- B. Crimp or otherwise blunt all protruding nails or other sharp objects that may tear or damage fibrous or reflective insulation material.

*COST: Materials and Execution (Labor) \$.20 per '.

II. Ceiling Insulation

A. General

Maintain integrity of insulation by fitting insulation materials around pipes, conduits, and equipment penetrating the ceiling.

B. Repair

- 1. Refasten existing fibrous, rigid, and reflective insulation where necessary.
- 2. Install matching insulation where damaged or missing.
- 3. Add loose fill insulation to bring total thickness to 6 inches.

C. Replace

Remove existing material and install new 10 inch =R30 loose fill insulation materials, or lay 9'4" = R30 inch thick solid blanket with tightly butted edges and ends.

D. Install New

Install new 6 inch loose fill or 4 inch batt insulation.

*COST: Materials and Execution (Labor) \$.20 per '.

III. Floor Insulation (Over Crawl Space)

A. General

1. Maintain integrity of insulation by fitting insulation materials around pipes, conduits and equipment penetrating the insulation.
2. Install batts with integral vapor barrier to room side.

B. Repair

1. Refasten existing insulation where necessary.
2. Install matching insulation where damaged insulation was removed.
3. Retain fibrous insulation with hexagonal wire mesh nailed or stapled to the framing.

C. Replace: Install New:

1. Remove existing material and install new 6 inch batt insulation materials. Install new 6 inch batt insulation materials.
2. Fasten fibrous insulation with hexagonal wire mesh nailed or stapled to framing.
3. Nail or tack ridged and reflective insulation to the substrate with edges tightly butted.

COST: Materials and Execution (Labor) \$.70.

IV. Roof Insulation

A. Repair

1. Refasten existing insulation where necessary.
2. Install matching insulation where damaged insulation was removed.

B. Remove

Remove roof insulation and fasteners in accessible areas.

COST: Materials and Execution (Labor) \$.35.

V. Vapor Barrier over Earth

A. Repair

1. Patch and seal existing material
2. Install new material, matching existing, where vapor barrier is missing

B. Replace

1. Remove existing vapor barrier materials.
2. Install new material after crawl space is cleaned and graded.
 - a. Maintain integrity of vapor barrier by fitting material around piers, pipes and conduit penetrating material, fit closely to perimeter beams.
 - b. Seal laps, using waterproof mastic recommended by manufacturer.

COST: Materials and Execution (Labor) \$.20 per sq. '

C. Items to Consider

1. Fire-resistant adhesives are provided where required.
2. Expansion provisions are observed.
3. Reflective material is on proper side.
4. Surfaces are filled to required depth.

STEEL WINDOWS

GENERALI. Definitions

- A. Repair: Correct defects in sash, screens, frames, and hardware and adjust for smooth operation.
- B. Replace: Remove window unit and replace with aluminum unit as specified in Section 085.2 "Aluminum Windows".

PRODUCTS

Materials

- A. Replacement Parts: Match existing.
- B. Screens: 18 x 16 mesh screen cloth.

EXECUTION

Repair

- A. Replace missing, damaged, and worn parts and hardware. Replace missing screens.
- B. Straighten frame as necessary for secure fit and proper operation. Adjust frame plumb, straight, square and level. Check joints for stability.
- C. Replace missing muntins and glazing beads.
- D. Repair damaged screen frame and cloth.
- E. Adjust sash, screen and hardware for smooth and proper operation.

COST: Materials and Execution (Labor) \$ 175.00 . (complete unit

SIDEWALL INSULATION / INSTALLED PRICE

2½ inch	R 8 friction fit w/visqueen	.....18 per '.....
3½ inch	R 11 friction fit w/visqueen	.....20 ".....
3 5/8 inch	R 13 friction fit w/visqueen	.....20 ".....
6½ inch	R 19 friction fit w/visqueen	.....22 ".....
9½ inch	R 30 friction fit w/visqueen	.....25 ".....
12 inch	R 38 friction fit w/visqueen	.....30 ".....

CEILINGS BATTED

3½ inch	R 11 kraft	.....20 ".....
3 5/8 inch	R 13 kraft	.....25 ".....
6½ inch	R 19 kraft	.....30 ".....
9½ inch	R 30 kraft	.....50 ".....
12 inch	R 38 kraft	.....60 ".....

CRAWLSPACES BATTED

3½ inch	R 11 kraft	.....40 ".....
3 5/8 inch	R 13 kraft	.....42 ".....
6½ inch	R 19 kraft	.....50 ".....

CARDBOARD AIR DEFLECTORS INSTALLED @1.40.....

CEILING INSULATION INSTALLED

<u>AMOUNT INSTALLED</u>	<u>MINERAL/ROCKWOOL</u>	<u>FIBERGLAS</u>	<u>WOOD FIBER</u>
4 inches			.25 per ' "
6 inches			.35 " "
8 inches			.45 " "
10 inches			.50 " "
12 inches			.55 " "
14 inches			.58 " "

NOTE: PLEASE ADD per/sq.ft. FOR FOIL FACE BATTS

.03

URETHANE FOAM INSULATION INSTALLED PRICE

1/2 inch	R 3.33	.25 per '
1 inch	R 6.67	.40 "
1 1/2 inch	R 10	.45 "
2 inch	R 13.34	.55 "
2 1/2 inch	R 16.75	.60 "
3 inch	R 20	.65 "
4 inch	R 26.7	.70 "
5 inch	R 33.3	.80 "

Listed below are the current R FACTORS which the Government says the Manufacturers are allowed to claim for their BLOWN materials

Do not be misled by phony adds or statements from suppliers or manufacturers!
THESE ARE THE FACTORS THE GOVERNMENT RECOGNIZES:

<u>INCHES</u>	<u>FIBERGLAS</u>	<u>ROCKWOOL</u>	<u>US MINERAL WOOL</u>	<u>WOOD FIBER</u>
4	R 8.8	R 12.0	R 12.6	R 15.2
6	R 13.2	R 18.0	R 18.8	R 22.8
8	R 17.6	R 24.0	R 25.1	R 30.4
10	R 22.0	R 30.0	R 31.4	R 38.0
12	R 26.4	R 36.0	R 38.0	R 45.6
14	R 30.8	R 42.0	R 44.0	R 53.2

Current R factors are listed for your convenience. Please refer to them.
Remember, the higher the R factor, the better the Insulation!

GENERALI. Definitions

- A. Repair: Correct defects in sash, screens, frames, and hardware, and adjust for smooth operation.
- B. Replace: Remove existing window unit and replace with new frame, sash and screen.

II. Quality Criteria

- A. Compliance Standards: Architectural Aluminum Manufacturers Association (AAMA). Meet minimum standards for residential windows.
- B. Acceptable Manufacturers: Any manufacturer having products with AAMA certification.

PRODUCTSI. Replacement Window Units

A. General

- 1. Match existing size and type.
- 2. Unit: Complete with glazing, hardware and screens.

B. Windows for openings with horizontal dimension greater than vertical dimension.

- 1. Horizontal single sliding window: AAMA HS-B2.
- 2. Finish: Manufacturer's standard mill finish.

C. Windows for openings with vertical dimension greater than horizontal dimension.

- 1. Single hung: AAMA DH-B1
- 2. Finish: Manufacturer's standard mill finish.

II. Replacement Sash

- A. Match existing.
- B. Glazing: Clear sheet glass as specified in Section 088.1

III. Accessories

- A. Screens: 18 x 16 mesh aluminum screen cloth, in aluminum frame.
- B. Weatherstripping: AAMA Specification 701.

EXECUTION

I. Repair

- A. Replace missing, damaged, and worn parts, hardware and screens.
- B. Straighten frame as necessary for secure fit and proper operation. Adjust frame plumb, straight, square and level. Check joints for stability.
- C. Replace missing muntins and glazing beads.
- D. Replace worn and missing weatherstripping.

II. Replace

- A. Remove existing window unit and repair sub-frame as necessary for solid anchoring of new window unit.
- B. Install new window unit plumb, straight, square and level.
- C. Adjust window, screen and hardware for smooth operation.

*COST: Materials and Execution (Labor) \$ 75.00.

WOOD WINDOWS

GENERALI. Definitions

- A. Repair: Correct defects in sash, screens, frames and hardware, and adjust for smooth operation.
- B. Replace
 - 1. Remove existing window unit and replace with new wood frame, sash and screen.
 - 2. Remove existing window unit and replace with new aluminum frame, sash and screen unit as specified in Section 085.2.

II. Quality Criteria

Minimum Compliance Standards

- 1. Architectural Woodwork Institute Quality Standards.
- 2. Federal Specification, SS-S-110A.
- 3. Or Equal.....

PRODUCTSI. Wood Frames

- A. AWI Standard 900 - Custom Grade.
- B. Match existing.

II. Wood Sash

- A. AWI Standard 1000, Custom Grade.
- B. Match existing.

III. Screens

18 x 16 mesh aluminum screen complying with F.S. SS-S-110.

IV. Replacement Units

Glazing: Clear sheet glass as specified in Section 088.1.

EXECUTIONI. Repair

- A. Replace missing, damaged and worn parts, hardware and screening.
- B. Straighten and tighten frame as necessary for secure fit and proper operation. Adjust frame plumb, straight, square and level. Check joints for stability.
- C. Replace missing muntins and glazing stops.

II. Replace

- A. Remove existing unit and repair subsurface as necessary for solid anchoring of new unit.
- B. Install new unit plumb, straight, square and level.
- C. Adjust window sash, screen and hardware for smooth and proper operation.

*COST: Materials and Execution (Labor) \$ 175.00.

SCREEN AND STORM DOORS

GENERAL

- I. Definitions (See Execution)

PRODUCTS

- I. Accessories

- A. Screening: 18 x 16 mesh aluminum, copper or plastic screen cloth to match existing.
- B. Plastic Glazing: Refer to Section 088.1 "glass and Mirrors".

- II. Door Material

- A. Repair: Match existing in Type, size and design.

EXECUTION

- I. Repair

- A. Remove damaged portions of door, and replace with new material.
- B. Replace damaged screen frame and screen cloth.
- C. Replace damaged storm sash, frame and glass.
- D. Prepare new wood material for painting.
- E. Check joints for stability.
- F. Adjust hardware and replace missing parts, or remove and replace entire hardware unit.

- II. Remove

- A. Remove door unit and hardware completely.
- B. Fill screw holes, mortises and cut-outs flush with adjacent areas.
- C. Sand filled areas smooth, and prepare for painting.

COST: Materials and Execution (Labor) \$ see below.

Install screen & storm door -\$100.00 each

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: July 24, 1985 Tom Hoot Insulation, Inc.
(Name of Bidder)

13525 Lima Road
Fort Wayne, IN 46818

By

Tom Hoot

Official Address (including
ZIP code):

President
Title

It is the policy of Tom Hoot Insulation, Inc. that
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy Tom Hoot Insulation, Inc. will not
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Tom Hoot Insulation, Inc. will take affirmative action
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Tom Hoot Insulation, Inc.

(Name of Company)

Tom Hoot, President
(Signature of Company Official)

July 24, 1985

(Date)

BUPERSDEAS DECISION

STATE: Indiana
DECISION NUMBER: IN82-2072
Supersedes Decision No. IN80-2085, dated September 19, 1980 in 45FR 62664
DESCRIPTION OF WORK: Residential Construction Consisting of single family homes and garden type apartments up to and including 4 stories.

COUNTY: See below

DATE: Date of Publication

*Allen, Delalb, Huntington, Noble, Steuben, & Whitley Counties

	Basic Hourly Rates	Fringe Benefits
BRICKLAYERS	\$ 8.50	
CARPENTERS	7.40	
CEMENT MASONS	7.50	
DRYWALL FINISHER/TAPERS	7.50	
DRYWALL HANGERS	8.42	
ELECTRICIANS	7.63	
INSULATORS	8.50	
LABORERS	6.07	
PAINTERS	7.41	
PLUMBERS	9.00	
ROOFERS	7.00	
SHEET METAL WORKERS	6.88	
TRUCK DRIVERS	6.65	
POWER EQUIPMENT OPERATORS		
FRONT END LOADER	9.92	
PAYER OPERATOR	10.00	
BACKHOE OPERATOR	8.30	
BULLDOZER OPERATOR	8.75	
CRANE	10.20	

Unlisted classifications needed for work not included within the scope of the classification listed may be added after award only as provided in the labor standards contract clause (29 CFR (a) (1) (iii)).

BUPERSDEAS DECISION

STATE: Louisiana

PARISHES: ZONE 1-Jefferson & Orleans; ZONE 2-Rossier & Cadeau; ZONE 3-Calcasieu; ZONE 4-Boutet; Cameron, & Jefferson Davis; ZONE 5-Allen; ZONE 6-Plaquemine; ZONE 7-St. Bernard; ZONE 8-St. Charles

DECISION NO. LA83-4001
Supersedes Decision No. LA82-4050, dated 10/15/82 in 47 FR 46291.
DESCRIPTION OF WORK: Highway Projects (does not include building structures in rest area projects).

	Basic Hourly Rates	Fringe Benefits
BRICKLAYERS & STONE-MASONS:		
ZONE 1, 5, 7 & 8	914.35	1.84
ZONE 2	13.30	1.70
ZONE 3, 4 & 5	15.65	2.12
CARPENTERS & PILE-DRIVERS:		
ZONE 1	14.10	2.16
ZONE 2	13.02	1.63
ZONE 3	14.10	1.60
ZONE 4	10.93	1.60
ZONE 5	10.97	2.16
ZONE 6	12.11	1.16
CEMENT MASONS:		
ZONE 1	13.02	1.95
ZONE 2	12.65	.95
ZONE 3	14.36	
ZONE 4	7.91	
ZONE 5	9.95	1.58
ZONE 6	11.08	1.58
ELECTRICIANS:		
ZONE 1, 5, 7 & 8	16.45	1.35+3
Cable splicers	15.45	1.35+3
ZONE 2	14.80	2.40+4
Electricians	15.30	2.40+4
Cable splicers	17.70	2.00+
Electricians	16.20	3-5/10
IRONWORKERS:		
ZONE 1	14.54	2.08
ZONE 2	13.15	2.36
ZONE 3	14.16	1.62
ZONE 4	8.33	1.62
ZONE 5	10.37	1.62
ZONE 6	10.37	2.08
ZONE 7 & 8	12.11	2.08
LABORERS:		
ZONE 1 - GROUP 1	9.40	.95
GROUP 2	9.00	.95
GROUP 3	10.00	.95
GROUP 4	10.25	.95
LABORERS (CONT'D):		
ZONE 2 - GROUP 1	\$ 8.68	.80
GROUP 2	8.78	.80
GROUP 3	9.23	.80
GROUP 4	9.48	.80
ZONE 3 - GROUP 1	10.29	.94
GROUP 2	10.49	.94
GROUP 3	10.84	.94
GROUP 4	11.09	.94
ZONE 4 - GROUP 1	5.87	.94
GROUP 2	6.07	.94
GROUP 3	6.47	.94
GROUP 4	6.62	.94
ZONE 5 - GROUP 1	7.40	.94
GROUP 2	7.60	.94
GROUP 3	8.00	.94
GROUP 4	8.25	.94
ZONE 6 & 8 - GROUP 1	7.40	.95
GROUP 2	7.50	.95
GROUP 3	7.95	.95
GROUP 4	8.15	.95
ZONE 7 - GROUP 1	7.99	.95
GROUP 2	8.19	.95
GROUP 3	8.59	.95
GROUP 4	8.84	.95
LINE CONSTRUCTION:		
ZONE 1, 5, 7 & 8	16.45	1.35+3
GROUP 1 - On hole digging equip. 1 op. erecting equip. 1 op. erecting with winch & derrick op. line truck with winch & derrick working hot lines		
GROUP 2 - Op. using hole truck & trailer or pole hauling & setting track (not in energized lines)		
GROUP 3 - Op. using truck without winch		
GROUP 4 - Groundmen		
754JR 1.35+3		
673JR 1.35+3		
431JR 1.35+3		
501JR 1.35+3		

NON-COLLUSION AFFIDAVITSTATE OF INDIANA,
Allen } SS:
COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Tom Hoot
Tom Hoot, President
Bidder or Agent

For Tom Hoot Insulation, Inc.
Firm or Corporation

Subscribed and sworn to before me this 24th day of July, 1985

My Commission Expires

JANUARY 2, 1988

Pamela K. Scherschel
PAMELA K. SCHERSCHEL

PROPOSAL AND BID SURETY FORM**PROPOSAL:**

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of five hundred dollars

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☒

Check No. Gc105684

in the sum of five hundred (500.00)

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

on Fort Wayne National Bank Dollars

of Fort Wayne, IN Bank

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

**BIDDER
AND
PRINCIPAL**

Tom Hoot Insulation, Inc.

Name of Bidder—Print or Type

By Tom Hoot
Signature of Person Authorized to Sign

Title President

13525 Lima Road

Street Name and Number

Fort Wayne, IN 46818

City, State and Zip Code

Date July 24, 1985

SEE COVER LETTER

Name of Company — Print or Type

Incorporated
In the State of:

Address:

By

Sign on this Line

Witnessed by:

SURETY

C O N T R A C T

This is a Requirements Contract. Community Development and Planning Department of Housing and Neighborhood Development Services, Inc. will purchase all of its requirements for the Weatherization Program during the period from July 1, 1985, until December 31, 1985, from the Contractor. The Contractor agrees that he will provide all labor and materials ordered in accordance with the Contract and at the unit prices set forth in the schedule of items.

6-18-85

WEATHERIZATION PROGRAM

***** WEATHERIZATION PROGRAM *****			
CONTRACTOR BID ANALYSIS			

	UNIT COSTS	QTY	EXTENDED COSTS

17' Kits			
WEATHERSTRIP XXX Door-Adjustable Weatherstrip	EA. 40.00	2 kits	80.00
THRESHOLD: Up to 36" length	40.00	= 2	80.00
CALKING XXX (clear quoted-deduct .05 per ' for white or brown	46		93.84
WALL FLASHING:	LF..... 204 LF		
	8.00		1,632.00
DUCT INSULATION:	LF... 3.50	24 LF	84.00
1/2"-3/4" residential (quoted)			
PIPE INSULATION: 1" @ 3.00 per '	LF..... 95	225 LF	213.75
1"-2" 3.25 per '			
BUILDING INSULATION AND VAPOR BARRIER (PREPARATION):	SF..... 20	3179 SF	635.80
BUILDING INSULATION AND VAPOR BARRIER (CEILING INSULATION):	SF..... 28	808 SF	226.24
BUILDING INSULATION AND VAPOR BARRIER (FLOOR INSULATION):	SF..... 70	808 SF	565.60
BUILDING INSULATION AND VAPOR BARRIER (ROOF INSULATION):	SF..... 35	1171 SF	409.85
BUILDING INSULATION AND VAPOR BARRIER (VAPOR BARRIER OVER EARTH):	SF..... 20	808 SF	161.60
STEEL WINDOWS:	EA. 50.00	17 PC	850.00
SIDEWALL INSULATION:	..... 14	2547 SF	356.58
2-1/2" R-B FRIC FIT W/VIS			

WEATHERIZATION PROGRAM

3-1/2" R-11 FRIC FIT W/VIS
 3-5/8" R-13 FRIC FIT W/VIS
 6-1/4" R-19 FRIC FIT W/VIS
 9-1/4" R-30 FRIC FIT W/VIS
 12" R-38 FRIC FIT W/VIS

.18
 2547 SF
 .20 2547 SF
 .22 2547 SF
 .25 2547 SF
 .30 2547 SF

SIDEWALL INSULATION:

CEILING BATTED:

3-1/2" R-11 KRAFT
 3-5/8" R-13 KRAFT
 6-1/4" R-19 KRAFT
 9-1/4" R-30 KRAFT
 12" R-38 KRAFT

.20 808 SF
 .25 808 SF
 .30 808 SF
 .50 808 SF
 .60 808 SF

CEILING BATTED:

CRAWLSPACES BATTED:

3-1/2" R-11 KRAFT
 3-5/8" R-13 KRAFT
 6-1/4" R-19 KRAFT

.40 808 SF
 .42 808 SF
 .50 808 SF

CRAWLSPACES BATTED:

CARDBOARD AIR DEFLECTORS:

1.40 70 PC

CEILING INSULATION (WOOD FIBER):

4"
 6"
 8"
 10"
 12"
 14"

.25 808 SF
 .35 808 SF
 .45 808 SF
 .50 808 SF
 .55 808 SF
 .58 808 SF

CEILING INSULATION (WOOD FIBER):

FOIL FACE BATTS/PER SQ FT:

.03 808 SF

URETHANE FOAM INSULATION:

1/2" R-3.33
 1" R-6.67

.25 2547 SF
 .40 2547 SF

WEATHERIZATION PROGRAM

1-1/2" R-10.....	....45... 2547 SF
2" R-13.34.....	....55... 2547 SF
2-1/2" R-16.75.....	....60... 2547 SF
3" R-20.....	....65... 2547 SF
4" R-26.7.....	....70... 2547 SF
5" R-33.3.....	....80... 2547 SF

URETHANE FOAM INSULATION:

ALUMINUM WINDOWS: Complete Unit Replacement .175.00 17 PC

WOOD WINDOWS: Complete Unit .175.00 17 PC
 Double Hung
 Replacement Sash - See Below

SCREEN AND STORM DOORS: 100.00 2 PC
 Storm Windows - See Below

Replacement double-hung mill finish aluminum storm windows with $\frac{1}{2}$ screen up to 101 united inches installed at \$85.00 each. Add \$8.00 per unit for brown or white.

Replacement wood window sashes as follows:

Up to 400 sq. ' (i.e. 20" x 20")	\$59.50
Up to 576 sq. ' (i.e. 24" x 24")	\$66.10
Up to 1080 sq. ' (i.e. 36" x 24")	\$82.60

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248. Acts of 1947

Submitted to H.A.N.D.S. City of Fort Wayne

By Tom Hoot Insulation, Inc. { A Corporation
A Co-partnership
An Individual

Address 13525 Lima Road

Fort Wayne, IN

46818

Date submitted July 24, 1985

Filed _____

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars (\$5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

T. M. HINDMAN,
State Examiner

Submitted by Tom Hoot Insulation, Inc.

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

Principal Office at 13525 Lima Road, Fort Wayne, IN 46818

To H.A.N.D.S. City of Fort Wayne

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? Eight
2. How many years experience in Insulation construction work has your organization had: (a) As a general contractor _____ (b) As a sub-contractor 17
3. What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
\$44,655.00	Attic Insulation	1978	Winfield Village Co-Op., Savoy, IL
\$ 5,444.00	Attic Insulation	1982	Irene Byron Health Center
pprox \$ 5,000.00	Attic Insulation	1982	Parkview Memorial Hospital
pprox \$50,000.00	Weatherization	1982-85	Allen County Economic Opportunity Council

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
Varies	Attic & Sidewalls		Residential Households
pprox. \$50,000.00	Weatherization	Fall-1985	Community Action of N.E. Indiana

4. Have you ever failed to complete any work awarded to you? No If so, where and why?

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? No If so, state name of individual, other organization and reason therefor

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? No If so, state name of individual, name of owner and reason therefor

7. In what other lines of business are you financially interested? None

8. For what corporations or individuals have you performed work, and to whom do you refer? Businesses -
Koester Body Shop, Heritage Home Improvement, St. Vincents Catholic
Church, Trinity United Methodist Church, Imperial House Motel,
Sewer-Tech Inc., Fort Wayne National Bank, Huntertown Firehouse Inn,
Pape Construction, Rodenbeck Sales, H & H Equipment Co., Inc., Keith
McComb Home Builder, Haney Construction, Duane Dickes Construction,
Sipe Home Improvement, King-Wyler Equipment Co. Individuals -
Fred Mercer, Hal Gunderson, Dr. John Cowan, Tom Wyss

9. For what cities have you performed work and to whom do you refer?
Allen, DeKalb, Steuben, Noble, LaGrange - Community Action of N.E.
Indiana - Mr. Joe Conrad, Sam Williams, & Steve Burlage

10. For what counties have you performed work and to whom do you refer?
see #9.

11. For what State bureaus or departments have you performed work and to whom do you refer? N/A

12. Have you ever performed any work for the U.S. Government? Yes
 If so, when and to whom do you refer? Community Action of N. E. Indiana
Department of Energy Funding

13. What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Tom Hoot	President	17	Homes, Apartment Complex, Commercial Insulation Work	Worker

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

I have examined Bid No. 1212. We do the majority of the type of work requested on a regular basis.

2. Explain your plan or layout for performing the proposed work. We are willing to work with the City of Fort Wayne and H.A.N.D.S. as necessary to perform this project as needed in a timely and efficient manner.

3. The work, if awarded to you, will have the personal supervision of whom? Tom Hoot

- *4. Do you intend to do the hauling on the proposed work with your own forces? N/A
If so, give amount and type of equipment to be used.

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. N/A

■ Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

*6: Do you intend to do the grading on the proposed work with your own forces? N/A

If so, give type of equipment to be used.....

*7. If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. N/A

8. Do you intend to sublet any other portions of the work? No If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility.

9. From which sub-contractors or agents do you expect to require a bond? N/A

10. What equipment do you own that is available for the proposed work?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION
1	IH Loadstar Truck	20' enclosed box	Good	8	On the job or stored
1	Dodge 3/4 Ton Pickup	8' Bed	Good	7	3904 McComb Road
1	Ford 1/2 Ton Pickup	Camper Top	Good	3	"
4	Insulation Blowers	Small to Large	Good	1-9	"
1000'	Insulation Hose	2-2 1/2" & 3"	Good	1-9	"
Various other materials that are needed on a day-to-day basis too numerous to mention.					
All of our equipment is kept in good repair and is PAID for.					

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you? N/A

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST

12. How and when will you pay for the equipment to be purchased? N/A

13. Do you propose to rent any equipment for this work? No If so, state type, quantity and reasons for renting.

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers. N/A

Dated at Huntertown, Indiana this 24th day of July, 1985

Tom Hoot Insulation, Inc.

(Name of Organization)

By Tom Hoot

President

(Title of Person Signing)

STATE OF Indiana

COUNTY OF Allen

} ss:

Tom Hoot

President

of the above

being duly sworn, deposes and says that he is

Tom Hoot Insulation, Inc.

(Name of Organization)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 24th day of July, 1985

Pamela K. Scherschel
PAMELA K. SCHERSCHEL

Notary Public

My Commission expires JANUARY 8, 1988

Contractor's Financial Statement

Submitted by Tom Hoot Insulation, Inc.

☒ A Corporation
☐ A Co-partnership
☐ An Individual

with principal office at 13525 Lima Road, Fort Wayne, IN 46818

To H.A.N.D.S. City of Fort Wayne

Condition at close of business

12-31

1984

ASSETS		Dollars				Cts.
1. Cash: (a) On hand \$	(b) In bank \$ <u>199.13</u> , (c) Elsewhere \$ <u>238.88</u>			4	3	8 01
2. Notes receivable (a) Due within 90 days	(b) Due after 90 days					
	(c) Past due					
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment						
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate						
	(a) Amount receivable after deducting retainage					
	(b) Retainage to date, due upon completion of contracts					
5. Accounts receivable from sources other than construction contracts		1	1	2	4	4 60
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days	(b) Recoverable after 90 days					
7. Interest accrued on loans, securities, etc.						
8. Real estate: (a) Used for business purposes	(b) Not used for business purposes					
9. Stocks and bonds: (a) Listed—present market value	(b) Unlisted—present value					
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value)	(b) Other materials (present value)			2	1	6 5 00
11. Equipment, book value		1	3	5	3	3 27
12. Furniture and fixtures, book value			1	9	9	0 28
13. Other assets						
Total assets		2	9	3	7	1 16
LIABILITIES						
1. Notes payable: (a) To banks regular	(b) To banks for certified checks			1	1	6 8 82
	(c) To others for equipment obligations					
	(d) To others exclusive of equipment obligations					
2. Accounts payable: (a) Not past due	(b) Past due					
3. Real estate encumbrances						
4. Other liabilities						
5. Reserves						
6. Capital stock paid up: (a) Common	(b) Common			1	0	0 0 00
	(c) Preferred					
	(d) Preferred					
7. Surplus (net worth)				2	7	2 0 2 34
Total liabilities		2	9	3	7	1 16
CONTINGENT LIABILITIES						
1. Liability on notes receivable, discounted or sold						
2. Liability on accounts receivable, pledged, assigned or sold						
3. Liability as bondsman						
4. Liability as guarantor on contracts or on accounts of others						
5. Other contingent liabilities						
Total contingent liabilities						

DETAILS RELATIVE TO ASSETS

1 Cash (a) on hand \$ 438.01
 (b) deposited in banks named below
 (c) elsewhere —(state where)

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
Fort Wayne National	Fort Wayne	Tom Hoot Insulation	438.01

2 Notes receivable (a) due within 90 days \$
 (b) due after 90 days
 (c) past due

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold? If so, state amount, to whom, and reason

3 Accounts receivable from completed contracts exclusive of claims not approved for payment \$

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

Have any of the above been assigned, sold, or pledged? If so, state amount, to whom, and reason

4 Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:
 (a) Amount receivable after deducting retainage \$
 (b) Retainage to date due upon completion of contract

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EX-CLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

Have any of the above been sold, assigned, or pledged? If so, state amount, to whom, and reason

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

5 Accounts receivable not from construction contracts \$11,244.60

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT
15 Miscellaneous Accounts	Insulation	1st Quar. 1985	11,244.60

What amount, if any, is past due \$

6 Deposits with bids or otherwise as guarantees \$

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7 Interest accrued on loans, securities, etc. \$

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT

8 Real estate { (a) Used for business purposes \$
book value { (b) Not used for business purposes

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1			
2			
3			
4			
5			
6			
7			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1			
2			
3			
4			
5			
6			
7			

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

9

Stocks and bonds: (a) Listed—present market value.....

\$

(b) Unlisted—present value.....

DESCRIPTION	ISSUING COMPANY	LAST INT. OR DIV. PAID		PAR VALUE	PRESENT MARKET VALUE	QUANTITY	AMOUNT
		DATE	%				
1							
2							
3							
4							
5							
6							
7							

WHO HAS POSSESSION	IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1		
2		
3		
4		
5		
6		
7		

10

Materials in stock and not included in Item 4, Assets:

(a) For use on uncompleted contracts (present value).....

\$

(b) Other materials (present value).....

2165.00

DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE	
		FOR UNCOMPLETED CONTRACTS	OTHER MATERIALS
Insulation, Vents, Caps, Batting, Weatherization Materials, etc.			

11

Equipment at book value.....

\$13,533.27

QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS	AGE OF ITEMS	PURCHASE PRICE	DEPRECIATION CHARGED OFF	BOOK VALUE
3	Insulation Vehicles				4,113.94
	Misc. Tools, Blowers, Generators, Hoses, etc.				9,419.33

Are there any liens against the above? No

If so, state total amount.....

\$

* If two or more items are lumped above, give the sum of their ages.

DETAILS RELATIVE TO ASSETS (Continued)

12 Furniture and fixtures at book value \$ 1,990.28

13 Other assets \$

DESCRIPTION	AMOUNT

TOTAL ASSETS \$ 29,371.16

DETAILS RELATIVE TO LIABILITIES

1 Notes payable { (a) To banks, regular \$ 1,168.82
(b) To banks for certified checks
(c) To others for equipment obligations
(d) To others exclusive of equipment obligations

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT
Fort Wayne National Bank, Fort Wayne	None	6-85	1,168.82

2 Accounts payable { (a) Not past due \$
(b) Past due

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT

3 Real estate encumbrances (See Item 8, Assets) \$

4 Other liabilities \$

DESCRIPTION	AMOUNT

5 Reserves \$

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
\$	\$	\$	\$	\$	\$	\$	\$

6 Capital stock paid up { (a) Common \$ 1,000.00
(b) Preferred

7 Surplus \$ 27,202.34

TOTAL LIABILITIES \$ 29,371.16

If a corporation answer this:

Amount for which incorporated 1,000.00

Capital paid in cash 1,000.00 \$

When incorporated 4-7-77

In what state Indiana

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

Thomas L. Hoot, President *Thomas L. Hoot*

Anita L. Hoot, Secretary/Treasurer *Anita L. Hoot*

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto? N/A

If a co-partnership answer this:

Date of organization

State whether co-partnership is general, limited or association

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

The name of the partnership firm under which the above partners are operating is.....

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Applicant must sign here)

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF Indiana }
COUNTY OF Allen } ss:

Anita L. Hoot

_____ being duly sworn, deposes and says that he is

Sec./Treas. _____ of the Tom Hoot Insulation, Inc.

the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

24th day of July 1985

Pamela K. Scherschel
PAMELA K. SCHERSCHEL

Notary Public

Anita L. Hoot
(Officer must sign here)

7091

DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

SYNOPSIS OF ORDINANCE:

AN ORDINANCE APPROVING THE AWARING OF A BID WITH RESPECT TO THE PURCHASE OF WEATHERIZATION OF APPROXIMATELY 70 DESIGNATED HOMES ACCEPTED THROUGH THE CITY OF FORT WAYNE HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES, INC. AS PER THE SPECIFICATION IN REFERENCE BID #1212.

EFFECT OF PASSAGE:

TO PROVIDE OWNER-OCCUPANTS IN LOW AND MODERATE INCOME NEIGHBORHOOD STRATEGY AREAS AND LOW INCOME RENTERS WITH AN AFFORDABLE METHOD OF REDUCING THEIR ENERGY CONSUMPTION AND COST. THE ENERGY CONSERVATION METHODS USED IN THIS PROGRAM ARE THOSE DETERMINED BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO BE THE MOST COST EFFECTIVE AND TO HAVE THE SHORTEST ENERGY SAVINGS PAYBACK TERM. HOMEOWNERS REPAY FROM 10% to 100% OF THE COST OF THE WEATHERIZATION REPAIRS DEPENDING ON THEIR INCOME. LANDLORDS MUST RENT TO LOW AND MODERATE INCOME TENANTS IN ORDER TO PARTICIPATE IN THIS PROGRAM. THEY REPAY 100% OF THE COST OF WEATHERIZATION.

EFFECT OF NON-PASSAGE:

THE PRICE OF WEATHERIZATION OF INDIVIDUAL HOUSES WILL BE HIGHER AND WE WILL NOT BE ABLE TO ACCOMPLISH AS MUCH WITH PROGRAM FUNDS. LOW INCOME HOMEOWNERS WILL NOT BENEFIT.

MONEY INVOLVED (Direct costs, Expenditures, Savings):

TOM HOOT INSULATION, INC., - \$22,000.00

ASSIGNED TO COMMITTEE (President):

BILL NO. S-85-08-03

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Civil City

Purchase Order #A-40924 with Tom Hoot Insulation, Inc., for the
Housing and Neighborhood Development Services, Inc., Weatherization
Program

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~) DO PASS DO NOT PASS WITHDRAWN

YES

NO

BEN A. EISBART
CHAIRMAN

JANET G. BRADBURY
VICE CHAIRWOMAN

SAMUEL J. TALARICO

THOMAS C. HENRY

JAMES S. STIER

CONCURRED IN 8-27-85

SANDRA E. KENNEDY
CITY CLERK